

AGENDA

Administrative Committee Meeting

August 12, 2009

9:00 a.m.

Location

SANBAG

Super Chief Conference Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA

Administrative Committee Membership

Chair – SANBAG Vice President

Supervisor Brad Mitzelfelt
County of San Bernardino

SANBAG President

Mayor Paul Eaton
City of Montclair

SANBAG Past President

Supervisor Gary Ovitt
County of San Bernardino

Mt./Desert Representatives

Mayor Rick Roelle
Town of Apple Valley

Council Member Mike Leonard
City of Hesperia

Supervisor Neil Derry
County of San Bernardino

East Valley Representatives

Mayor Pro Tem Patricia Gilbreath
City of Redlands

Mayor Patrick Morris
City of San Bernardino

Supervisor Josie Gonzales
County of San Bernardino

West Valley Representatives

Council Member Gwenn Norton-Perry
City of Chino Hills

Mayor Dennis Yates
City of Chino

Supervisor Paul Biane
County of San Bernardino

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency**

AGENDA

Administrative Committee Meeting

**August 12, 2009
9:00 a.m.**

Location: SANBAG, Super Chief Conference Room, 1170 W. 3rd Street, 2nd Floor,
San Bernardino

CALL TO ORDER 9:00 a.m..
(Meeting Chaired by Brad Mitzelfelt)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Anna Aldana

1. Possible Conflict of Interest Issues for the Administrative Committee Meeting August 12, 2009. Pg. 5

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by member request.

Administrative Matters

- 2. Attendance Register Pg. 6**
A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.
- 3. Procurement Report for July 2009 Pg. 8**
Receive Monthly Procurement Report. William Stawarski

Notes/Actions

Discussion Items

Administrative Matters

4. San Bernardino Santa Fe Depot Property Management Pg. 11

Exercise the option to extend Contract 07-003, and approve Amendment No. 2, with CityCom Real Estate Services, Inc. for the San Bernardino Santa Fe Depot property and facility management increasing the compensation by \$48,594.00 for a new total contract authority of \$182,994.00 as identified in the Financial Impact Section. **Duane Baker**

Transportation Programs and Fund Administration

5. Budget Amendment for Local Stimulus Program Pg. 16

1. Approve a budget amendment to increase Task No. 50510000 in the amount of \$16,580,443; and
 2. Approve a budget amendment to increase Task No. 50410000 in the amount of \$3,934,057 to provide for funding the Local Stimulus Program approved by the SANBAG Board of Directors in the amount of \$20,514,500.
- Duane A. Baker**

Program Support/Council of Govts.

6. Federal Update on Fiscal Year 2010 Transportation Pg. 18
Appropriations and Surface Transportation
Reauthorization

Receive report and provide direction to further SANBAG's federal advocacy efforts, as needed. **Jennifer Franco**

7. Report on the passage of the Revised 2009-10 State Pg. 24
Budget

Receive report on the passage of the Revised 2009-10 State Budget. **Jennifer Franco**

8. SANBAG's State Advocacy Services Pg. 31

Approve Contract No. 09-223 with Smith, Watts & Company, LLC to provide State advocacy services in an amount not to exceed \$175,418. **Jennifer Franco**

Comments from Committee Members

Public Comment

ADJOURNMENT

Additional Information

Acronym List Pg. 41

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: August 12, 2009

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
4	07-003-2	CityCom Real Estate Services, Inc. <i>Michael R. Fortunato</i>	
8	C09-223	Smith Watts & Company, LLC <i>Mark Watts</i> <i>DJ Smith</i>	

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

ADMINISTRATIVE COMMITTEE ATTENDANCE RECORD -- 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Biane Board of Supervisors	X	X		X	X	X						
Patrick Morris City of San Bernardino	X	X	X	X	X	X	X					
Mike Leonard City of Hesperia	X	X		X	X	X	X					
Bea Cortes City of Grand Terrace	X											
Patricia Gilbreath City of Redlands		X	X	X	X	X	X					
Paul Eaton City of Montclair	X	X	X		X	X	X					
Josie Gonzales Board of Supervisors												
Brad Mitzelfelt Board of Supervisors	X		X			X	X					
Gary Oviatt Board of Supervisors		X	X	X	X	X						
Dennis Yates City of Chino	X	X	X	X	X	X	X					
Gwenn Norton-Perry City of Chino Hills	X	X		X	X	X	X					
Rick Roelle Town of Apple Valley		X		X		X						
Neil Derry Board of Supervisors							X					

Crossed out box = Not a member at the time.

Empty box = Member did not attend meeting

X = Member attended meeting.

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ADMINISTRATIVE COMMITTEE ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Biane Board of Supervisors	X	X	X		X	X	X	X	X			X
Robert Christman City of Loma Linda	X	X	X	X	X							
Patrick Morris City of San Bernardino								X	X	X		X
Mike Leonard City of Hesperia	X	X	X	X	X	X		X		X	X	X
Bea Cortes City of Grand Terrace	X	X		X	X	X		X	X	X	X	X
Lawrence Dale City of Barstow	X	X	X		X	X	X	X	X	X		X
Paul Eaton City of Montclair	X	X		X	X	X	X	X	X	X	X	X
Josie Gonzales Board of Supervisors			X	X	X	X						
Dennis Hansberger Board of Supervisors	X	X	X			X						
Brad Mitzelfelt Board of Supervisors	X	X		X		X		X	X		X	
Gary Ovitt Board of Supervisors	X	X		X	X	X	X	X	X			X
Dennis Yates City of Chino							X	X	X	X	X	X
Gwenn Norton-Perry City of Chino Hills					X				X			X
Rick Roelle Town of Apple Valley	X			X	X	X		X	X	X	X	

X = Member attended meeting.

* = Alternate member attended meeting. Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 3

Date: August 12, 2009

Subject: Procurement Report for July 2009

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Administrative Committee for the month of July 2009.

Financial Impact: This item imposes no impact on the FY 2009/2010 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item is scheduled for review by the Administrative Committee on August 12, 2009.

Responsible Staff: William Stawarski, Chief Financial Officer

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

PURCHASE ORDERS ISSUED FOR JULY 2009

	Vendor	Purpose	Sole Source Y/N	Amount
10AMS	Archive Management Service	Offsite storage for agency documents and files	No	\$ 10,000.00
10COSTCO1	COSTCO Wholesale	Office and meeting supplies	No	6,000.00
10GIPP	Garden Interiors and Party Planners	Office plant service	No	5,000.00
10PBP	Postage By Phone	Postage meter refill	No	24,000.00
10PP7	Purchase Power	Postage meter supplies	No	6,900.00
10SI	Staples, Inc	Office supplies	No	22,000.00
10TVDC	TELEDATA Voice & Data Communications	Telephone equipment, repairs, software & supplies	No	8,000.00
P10008	Gladstein, Neandross & Associates	Services for Clean Transportation Corridor (CTC) activities, assist public and private entities in securing funding for clean fuel activities and projects	Yes – Consultant team carries unique expertise in this area and has match funding to provide these services from a variety of sources/agencies	25,000.00
P10009	Bernard Arroyo	Provide consulting and technical support for the call box program and other motorist aid programs	Yes – Consultant carries unique expertise in this area not offered by other consultants	5,000.00
P10010	Bernard Arroyo	Provide consulting, technical support, data analysis and other assistance for the freeway service patrol program	Yes – Consultant carries unique expertise in this area not offered by other consultants	30,000.00
P10011	ITERIS	Provide consulting, technical support, analysis and assistance for Intelligent Transportation Systems Projects	Yes – Consultant carries a unique expertise in the area not offered by other consultants	5,000.00
P10012	Jill Kollmann & Associates	Consulting and technical support for the rideshare programs	Yes – Vendor carries unique expertise in this area and has been used in the past	40,000.00

	Vendor	Purpose	Sole Source Y/N	Amount
P10014	UCLA Public Policy Program	SANBAG Co-sponsorship of the 2009 Arrowhead Symposium	No	6,000.00
P10015	Millennium Consulting, LLC	Consulting services for the calculation of the FY 09/10 ICAP and assistance with the 08/09 ICAP field audit	Yes – Millennium has unique experience working with Caltrans in auditing ICAP plans	45,000.00
P10017	Bearcom	Provide miscellaneous equipment needs, technical installation and repair support for radio units/systems in the FSP tow trucks and FSP CHP units	Yes – Vendor has installed radio equipment in our FSP trucks in the past as well as installed the repeater and antenna at the Heaps Peak location	5,000.00
P10020	Trillium Insight, Inc.	Provide labor, materials, travel, create data, evaluate data/trip planner results and train agencies to maintain Google transit data	No	24,949.00
P10022	Raymond Gorski	Provide air quality analysis of TCM's and candidate CMAQ projects	Yes – Mr. Gorski has unique experience relative to air quality analysis and CMAQ funded projects	20,000.00
P10026	LA County Metropolitan Transportation	Reimburse for SANBAG's share of expenses for Regional Rideshare, Marketing & Outreach	No	15,014.00
P10036	Le Beau Emblem	San Bernardino Freeway Service Patrol patches	Yes – Vendor created the original template for the patches so there are no set up charges	5,000.00
P10038	Faust Printing, Inc	Miscellaneous printing needs throughout the fiscal year	Yes – Vendor has required stock on hand and has reliably met prior deadlines	5,000.00
P10049	Accountemps	Finance temporary services for implementation of new EDEN system	No	45,000.00
			TOTAL PURCHASE ORDERS ISSUED	\$357,863.00

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 4

Date: August 12, 2009

Subject: San Bernardino Santa Fe Depot Property Management

Recommendation:* Exercise the option to extend Contract 07-003, and approve Amendment No. 2, with CityCom Real Estate Services, Inc. for the San Bernardino Santa Fe Depot property and facility management increasing the compensation by \$48,594.00 for a new total contract authority of \$182,994.00 as identified in the Financial Impact Section.

Background: In June 2006, the Board approved Contract 07-003 with CityCom Real Estate Services, Inc. The initial term of the contract was two years, ending June 30, 2008. The contract contains two one-year extensions, each with a 4% inflation adjustment applied to the monthly management fee. In March 2008, the Board approved the first one-year extension.

Staff is recommending approval of the contract amendment (see attached contract amendment) authorizing the second one-year extension with the term ending June 30, 2010, and with a monthly management fee increase of 4%.

A portion of the management fee is paid by the occupying tenants of the building, including SANBAG, with the remaining portion equally split between SANBAG

*

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

and the City of San Bernardino. As more of the Depot space is occupied, the portion of the fee split by SANBAG and the City will be reduced. In addition, CityCom will continue the current leasing commission for new tenants in the amount of 6% of the first and second year lease income; 5% of the third and fourth year lease income; 4% of the fifth year lease income; and 2% of the lease income for the remainder of the lease term.

Financial Impact: This item is consistent with the adopted budget. This contract amendment will increase the monthly compensation for property management to \$4,049.50. The contract authority will be increased by \$48,594.00 for a new total of \$182,994.00. The additional funding necessary for this contract extension is included in this year's budget under Tasks IAF10 – Indirect and 80510000 – Building Operations. In addition, a portion of the management fee will be paid by rent from the Southern California Regional Rail Authority, Southern California Associated Governments and the City of San Bernardino.

Reviewed By: This item is scheduled for review by the Administrative Committee on August 12, 2009. Staff has discussed the contract extension with the City of San Bernardino staff and they are in agreement. The contract amendment has been reviewed and approved as to form by SANBAG legal counsel.

Responsible Staff: Duane A. Baker, Director of Management Services

SANBAG Contract No. 07-003-2

by and between

San Bernardino Associated Governments

and

CityCom Real Estate Services, Inc.

for

Property Management at the San Bernardino Santa Fe Depot**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>CCRES</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
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Notes:

Original Contract:	\$ <u>88,128.00</u>	Previous Amendments Total:	\$ <u>134,400.00</u>
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ <u>48,594.00</u>
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 182,994.00

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>IAF10</u>	<u>5553</u>	<u>Indirect Alloc. 2010</u>	_____	\$ <u>42,594.00</u>
<u>80510000</u>	<u>5553</u>	<u>Rail Asset</u>	_____	\$ <u>6,000.00</u>

Original Board Approved Contract Date:	<u>6/7/06</u>	Contract Start:	<u>7/1/06</u>	Contract End:	<u>6/30/08</u>
New Amend. Approval (Board) Date:	<u>8/5/09</u>	Amend. Start:	<u>7/1/09</u>	Amend. End:	<u>6/30/10</u>

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>2009/10</u>	Future Fiscal Year(s) –	
	\$ <u>48,594.00</u>	Unbudgeted Obligation →	\$ _____

Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? _____

If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☒ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: **Bill Stawarski**Contract Manager: **Duane Baker**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Amendment No. 2 to Agreement 07-003

**San Bernardino Santa Fe Depot Property Management Agreement
between
San Bernardino Associated Governments
and
CityCom Real Estate Services, Inc.**

This Amendment No 2 to Agreement 07-003 is made and entered into as of this 2nd day of September, 2009, by and between the San Bernardino Associated Governments ("SANBAG") and CityCom Real Estate Services, Inc. ("Manager").

WHEREAS, SANBAG and the City of San Bernardino ("CITY") jointly own certain real property in the City of San Bernardino, California, located at 1170 West Third Street, which property is known as the San Bernardino Santa Fe Depot ("the Depot"); and

WHEREAS, SANBAG has the exclusive right to enter into, amend or terminate all property management agreements at the depot, pursuant to SANBAG Cooperative Agreement 04-040 with the CITY; and

WHEREAS, the SANBAG Board approved Agreement 07-003 with MANAGER on June 7, 2006 for property management services for a two-year period, ending June 30, 2008 with SANBAG options to renew the Agreement for two (2) one-year extensions; and

WHEREAS, SANBAG desires to exercise its option to renew the Agreement for the second one year extension.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, SANBAG and MANAGER do hereby agree as follows:

1. Section 2 is replaced with the following:

2. Management Term.

The term of this Agreement shall commence on June 7, 2006, and shall continue through June 30, 2010.

2. Section 4(a) is replaced with the following:

4. Fees.

(a.) Property Management Fee – SANBAG shall pay MANAGER as compensation for the services rendered by MANAGER under this Agreement, including labor, materials, expenses and other reimbursable costs that are required and incurred by MANAGER in performing services under this Agreement, the sum of \$4,049.50 per month.

3. All other terms and conditions of Agreement 07-003 shall remain in full force and effect.

IN WITNESSTH WHEREOF, the Parties hereto have affixed their signatures the day and year first above written.

“SANBAG”

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

“MANAGER”

**CITYCOM REAL ESTATE
SERVICES, INC.**

By _____

Paul M. Eaton
President

By _____

Michael R. Fortunato
President

Dated: _____

Dated: _____

Approved as to legal form:

Jean-Rene Basle
SANBAG Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: August 12, 2009

Subject: Budget Amendment for Local Stimulus Program

Recommendation:*

1. Approve a budget amendment to increase Task No. 50510000 in the amount of \$16,580,443; and
2. Approve a budget amendment to increase Task No. 50410000 in the amount of \$3,934,057 to provide for funding the Local Stimulus Program approved by the SANBAG Board of Directors in the amount of \$20,514,500.

Background: On July 1, 2009, the Board of Directors created a Local Stimulus Program to pass funds to local agencies in exchange for the Board maximizing federal American Recovery and Reinvestment Act (ARRA) funds on the I-215 project. This action amends the SANBAG budget to increase funding in Tasks 50510000 and 50410000 to provide local stimulus program funding.

The amounts requested in this budget amendment provide the first of two installments of the Local Stimulus Program. The first installment will be made available to local agencies beginning September 2, 2009. A second budget amendment will be required to pay the second installment, and will be dependent on the Board of Directors determination regarding the timing of the second installment, which is scheduled for January 2010.

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The total amount of both installments of the Local Stimulus Program will equal \$31.4 million.

Financial Impact: The budget amendment will be funded from the Measure I Major Projects unallocated fund balance.

Reviewed By: This item is scheduled for review by the Administrative Committee on August 12, 2009.

Responsible Staff: Duane A. Baker, Director of Management Services

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: August 12, 2009

Subject: Federal Update on Fiscal Year 2010 Transportation Appropriations and Surface Transportation Reauthorization

Recommendation:* Receive report and provide direction to further SANBAG's federal advocacy efforts, as needed.

Background: During the month of July, SANBAG continued to advocate for projects adopted as part of its advocacy strategy for the Fiscal Year (FY) 2010 Housing, Transportation and Urban Development (THUD) Appropriations bill and for the potential surface transportation reauthorization bill. SANBAG also advocated Congress to develop a solution to resolve the shortfall in the Highway Trust Fund (HTF) and for Congress to continue the debate on Representative Jim Oberstar's (MN) draft surface transportation reauthorization bill. The purpose of this agenda item is to provide the Board with background information about these current advocacy efforts and to seek Board direction on furthering SANBAG's federal advocacy efforts, as needed.

FY 2010 THUD Appropriations Update

During the final weeks of July, the House approved their FY 2010 THUD Appropriations bill (H.R. 3288) by a roll call vote of 256-168. The legislation

*

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

provided approximately \$76 billion for U.S. Department of Transportation (USDOT), including \$41.1 billion for highways and \$10.5 billion for mass transit, which also includes \$4 billion for the President's High Speed Rail Initiative (HSR). The bill provided a one percent spending increase for highways and a 3.3 percent spending increase for transit from FY 2009 funding levels.

For the SANBAG region, the projects listed in Attachment #1 were adopted by the House for inclusion in THUD Appropriations bill. Please note that the House action to support these projects does not equate to assurance that funding will be provided; funding is subject to approval by the Senate/House conference committee and to Presidential approval.

Following the House action, the Senate Appropriations THUD Subcommittee also marked-up the FY 2010 appropriations bill. For the SANBAG region, Senate mark-ups only included funding for Positive Train Control.

As the THUD Appropriations bill goes to Conference Committee, SANBAG staff recommends that we continue to advocate for projects adopted by the Board and provide our Congressional delegation with an updated status about our projects.

Surface Transportation Reauthorization and HTF Fix

Prior to the Congressional Recess, House Transportation and Infrastructure Committee (House T&I) Chairman Oberstar released draft legislation for a surface transportation reauthorization bill. The 775 page bill includes several placeholders for existing funding formulas, includes consolidating and/or terminating 75 of the 108 existing programs, and includes provisions to expand USDOT's bureaucracy as a means to help assure timely project deliverability. Overall, the bill represents a plan of action plan to revamp and revitalize the nation's mobility and access infrastructure by focusing on the following objectives and priorities:

- Nationwide highway and high-speed rail construction
- Public transit and freight improvements
- Workforce and sustainable technology development programs
- Rural mobility and access enhancement through increased Intermodalism and connectivity

- More efficient completion processes for programs and projects
- Performance target establishment and implementation
- Providing alternative, non-traditional funding sources like the National Metropolitan Infrastructure Bank

While it is not within the House T&I's jurisdiction to identify funding sources for the reauthorization bill (rather, the funding issue is within the jurisdiction of the House Ways and Means Committee for consideration), the bill does propose to establish new funding options that would alleviate some of the financial burden from the federal government: a National Metropolitan Infrastructure Bank, Public Private Partnerships, and a sustainable revenue source to rehabilitate the Highway Trust Fund (HTF).

Oberstar's reauthorization bill outlines a \$450 billion investment which will be distributed to states over a period of six years, representing a 38 percent increase from the current funding level (\$326 billion). The large price tag has caused many in the Obama administration and Congress to argue that the proposal is too ambitious for this fragile economic climate and therefore recommended an 18 month postponement. Forefront to concern about reauthorization is that the Obama administration currently estimates it will need \$20 billion in new savings or revenues to make HTF solvent until after the 2010 elections.

In the Senate, the Environment and Public Works Committee (EPW) worked on a mark-up of an 18-month extension of SAFETEA-LU with a \$20 billion transfer of funds from the General Fund to the Highway Trust Fund to continue funding for existing programs through March 2011.

During the month of July, Senators Dianne Feinstein and Barbara Boxer requested projects for inclusion in a funding bill. Working strategically, SANBAG submitted the following board approved reauthorization projects:

- I-15/I-215 Devore Interchange Improvement Project (Feinstein/Boxer)
- San Bernardino Rapid Bus Project (sbX) (Feinstein)
- Alameda Corridor East Grade Separations: Lenwood and Vista (Boxer)

Additionally, we worked in partnership with the City of San Bernardino, Los Angeles Metropolitan Transportation Authority, Omnitrans and the High Desert Corridor Joint Powers Authority to assist with project submittals.

The strategy implemented for these project submittals was based on the Senators' desire to receive only the highest prioritized projects for the region and to show regional support of projects submitted. In response, SANBAG advocated for the #1 priority in each project category from the SANBAG approved list of projects for reauthorization (Highway Corridors/Grade Separations, Public-Private Partnerships, and Transit).

At the time of their request, it was unclear if projects submittals were going to be under consideration for inclusion in the next transportation reauthorization bill or in a Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU) extension bill. Ultimately, the EPW passed a “clean extension,” meaning there were no earmarked projects included in the bill. Interestingly, during the debate for an 18-month extension, Senator Vitter (LA) proposed transferring unused stimulus funding to shore up the trust fund, which gained USDOT Secretary LaHood's attention.

To address the current HTF shortfall, House Appropriations Committee Chairman Dave Obey and Ways and Means Chairman Charlie Rangel introduced H.R. 3357, which among other things, transfers \$7 billion from the General Fund to the HTF. It also changed the Internal Revenue Code to allow future balances in the HTF to begin earning interest. The bill included no extension of spending programs beyond September 30, as House T&I Chairman Oberstar is committed to marking up his \$450 billion bill in September 2009. This legislation was passed on a vote of 363-68 in the House and 79-17 in the Senate. The Senate's vote on H.R. 3357 effectively postponed further consideration of the 18-month SAFETEA-LU extension bill, or its provisions, previously adopted by EPW.

Mobility 21 DC Advocacy Trip

Mobility 21 organized a staff-level D.C. advocacy trip July 20-22. SANBAG's Director of Intergovernmental and Legislative Affairs, Jennifer Franco, attended scheduled meetings along with staff from the Orange County Transportation Agency, Los Angeles Metropolitan Transportation Authority, Riverside County Transportation Commission, Southern California Association of Governments and the Los Angeles Chamber of Commerce. The purpose of the trip was to advocate for regional transportation funding needs.

At a meeting with Representative Roybal-Allard's office, staff indicated that they were disappointed that more support from other offices was not forthcoming for

Positive Train Control (PTC); Representative Roybal-Allard was the only Californian House member who requested funding for PTC.

At a meeting with Senator Feinstein's office, Legislative Assistant Matt Nelson expressed interest in the region's efforts to identify goods movement projects. During the meeting, we provided a copy of Multi-County Goods Movement Action Plan (MCGMAP) executive summary.

At a meeting with Senator Boxer's EPW staff members Kathy Dedrick and Susan Binder, we learned that EPW is currently working on drafting its own version of a surface transportation reauthorization bill; the intent of a separate legislative proposal is to have a competing, not a companion, proposal for Oberstar's draft reauthorization bill. At the close of the meeting, we were encouraged to work closely with EPW staff on potential language as they write their bill.

The Way Ahead

SANBAG's legislative program and advocacy strategy has provided direction to advocate for the issues highlighted within this agenda item. SANBAG's federal advocates continue to offer insights that would otherwise not be considered as they remain in constant communication with our Congressional delegation, other policy makers and with lobbyists working for Southern California transportation agencies. SANBAG staff will continue to provide updates as more information is available. Also, staff encourages the Board to provide further direction to advocate on behalf of SANBAG, as needed.

- Financial Impact:*** Item is consistent with the Fiscal Year 09/10 Budget. TN 50310000.
- Reviewed By:*** This agenda item is schedule for review by the Administrative Committee on August 12, 2009.
- Responsible Staff:*** Jennifer Franco, Director of Intergovernmental and Legislative Affairs

TRANSPORTATION HOUSING AND URBAN DEVELOPMENT APPROPRIATIONS BILL

FY 2010 Federal Appropriations Cycle

The federal appropriations process is just one opportunity to seek funds from the federal government and, typically, Congressional members would like the money to be expended during the year funds are allocated. The chart below provides information on projects located within San Bernardino County that were adopted by the House for inclusion in the Transportation Housing and Urban Development Appropriations bill:

SANBAG Submitted Projects

I-15/Devore Interchange Improvements, San Bernardino County, CA (Dreier) \$1,500,000

I-15/Base Line Road Interchange Improvements, Rancho Cucamonga, CA (Dreier) \$750,000

- Needles Highway, Needles, CA (Lewis) \$1,000,000

- Ranchero Road (Lewis), Hesperia, CA \$1,000,000

- Cherry Avenue/I-10 Interchange, County of San Bernardino, CA (Baca) \$750,000

- San Bernardino, E Street Corridor sbX Bus Rapid Transit (BRT) Project,* San Bernardino, CA (Baca, Miller) \$32,370,000 // Senate Mark-up was for \$20,000,000

Note: sbX is a Small Start project. Under law, the maximum share of federal appropriations for a Small Starts is \$75 million. Any funding appropriated by Congress for the sbX, including this \$32.3 million, is a part of that \$75 million cap.

- Positive Train Control:

The House Transportation Appropriations bill provided additional funds for the Federal Railroad Administration's research and development account that can be used to fund PTC systems. The Senate Transportation Appropriations Committee provided the first installment of \$50 million for FY 2010 as part of a total of \$250 million authorized in the Rail Safety Improvement Act of 2008.

San Bernardino County Delegation Projects

- I-215/University Parkway Interchange in San Bernardino, San Bernardino County, CA (Lewis) \$750,000

- Potrero Boulevard/SR 60 Interchange in Beaumont, San Bernardino County, CA (Lewis) \$750,000

- Yucca Loma Bridge/Interstate 15 Congestion Relief Project, CA \$750,000

- I-10 at Grove Avenue and Fourth Street Interchange and Grove Avenue Corridor Project, City of Ontario, CA (Baca) \$950,000

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 7

Date: August 12, 2009

Subject: Report on the passage of the Revised 2009-10 State Budget

Recommendation:* Receive report on the passage of the Revised 2009-10 State Budget

Background: On July 24, the State Legislature passed a budget package to address the chronic deficit. The revisions to the Budget solve a \$23.3 billion deficit, up from \$19.5 billion at the time of the May Revision (which, with the governor's target reserve of \$2 billion, the deficit was often cited as \$25.3 billion by the State Department of Finance), and includes a General Fund reserve of approximately \$921 million.

The \$30 billion budget package contains \$15.6 billion in program cuts, \$3.9 billion in additional revenue, \$2.1 billion in borrowing, and \$1.2 billion in payment deferrals (please see Attachment No. 1). The budget package also makes a number of reforms to several health and human services programs and continues monthly three-day furloughs for State employees. Overall, the budget package reduces General Fund expenditures to approximately \$84.1 billion, an 18 percent decrease from two years ago.

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

As the budget resolution package moved to a final approval in July, two key elements became extremely controversial: (1) the diversion of local transportation gas tax revenue; and (2) the “securitization of redevelopment funds.” These two proposals, however, did not gain legislative support.

Transportation Related Impacts

Proposition 42

Proposition 42 was fully funded with no changes to Proposition 42 allocations. As a result, Proposition 42 funding will remain at \$1.7 billion and is distributed as follows:

- \$680 million to the State Transportation Improvement Program (STIP)
- \$340 million to the Public Transportation Account (PTA)
- \$680 million to local cities and counties

Spillover

The budget package essentially approved the Governor’s proposals on public transit funds. This includes new General Fund relief of \$561 million by directing *new* transit “spillover” revenues, totaling \$225 million for the current fiscal year, to the Mass Transportation Fund (MTF) to fund transportation-related debt service. Additionally, the budget package directed \$315 million in transit revenue formerly directed to home-to-school transportation, to transportation-related debt service. A budget trailer bill also diverted all spillover revenues to the MTF for fiscal years 2009-2010 through fiscal years 2012-2013. Previously, spillover formulas diverted portions of spillover revenue to the MTF with remaining revenues being deposited into the PTA.

The California Transit Association (CTA) stated that the diversion of transportation dollars for General Fund expenditures violates the state constitution. The Governor’s Office has stated its intent to appeal the lawsuit filed with the California Appeals court, which continues to leave open the issue of the legality of the State’s diversion of transportation dollars. If the State Supreme Court concurs with the

Appeals Court sometime within the current fiscal year, further negotiations will need to occur as it is still unclear as to how and when transit funds will be restored and whether repayment of previous year revenue diversions will take place.

Highway Users Tax Account (HUTA) transfer rejected

SANBAG's State advocate, Mark Watts, worked closely with CSAC and Self-Help Counties Coalition to defeat the HUTA take. The result of this effort helped defeat SBX4 30, a budget trailer bill requiring a full HUTA take without repayment.

What is HUTA?

California currently levies an 18 cent per gallon excise tax on gasoline. Approximately one-third of state excise gas tax revenues are transferred into the HUTA which is used to allocate gas tax revenues to cities and counties through a variety of formulas.

Originally, proposed revised budget package would have diverted nearly \$4 billion from a variety of local agency resources to offset General Fund expenditures.

With respect to the local government components of the budget package, there was a proposal (SBX4 30) to "take" \$1.7 billion of local gas tax subventions (also known as the "HUTA take"). The proposal was amended and included in SBX4 16 as a HUTA loan, with a 10-year repayment of \$200 million annually.

The Senate also adopted an amendment to the redevelopment agencies extension/securitization proposal (ABX4 27 and ABX4 26), which contained a trigger that would have "turned off" the HUTA take and the Proposition 1A (2004) securitization; the amendment added the \$1.7 billion shift from redevelopment agencies to the items that would have been triggered off.

When the Senate adopted revised budget for FY 2009-10 went to the Assembly for concurrence, the Assembly rejected the two budget measures approved by the Senate for the HUTA take-turned-loan and the funding shift for transportation debt servicing.

The Assembly's rejection of the transfer of the gas tax subvention created a \$1 billion shortfall in the revised budget package that proposed to bring the General Fund into balance. Nevertheless, a remnant of the overall package relating to the "deferral" of the HUTA funds was retained in the budget package.

The deferral of HUTA funds means that monthly HUTA payments are being deferred from July through December 2009 to be repaid at an unspecified date in the future sometime after January 10, 2010 (as specified in AB4X 16). While it has yet to be confirmed with the State Controller's Office, the California State Association of Counties (CSAC) interprets budget trailer bill language to mean that monthly HUTA payments will not be made starting this July 31st.

In addition to the HUTA deferral, the revised 2009-10 State budget also defers the first two quarterly payments (the October 2009 and January 2010 payments) of Proposition 42 to cities and counties until May 2010. These deferrals total \$288 million dollars, \$144 million of which is a direct hit to counties. CSAC reports that in spite of the Proposition 42 deferral, cities and counties are still scheduled to receive their third and fourth quarterly payments (April and July 2010). (Note: these deferrals are not considered as loans, thus the Proposition 1A protections for Proposition 42 funds are not triggered and the State will not pay back the funds with interest.)

The remaining \$700 million in Proposition 1B Local Streets and Roads (LSR) monies were appropriated in the 2009-10 budget revisions. The budget trailer bill provides cities and counties the ability to backfill the Proposition 42 deferrals with LSR funds during the period of the deferral as long as Proposition 1B is made whole upon repayment by the State.

The budget trailer bill package, however, did not provide this same authority for cities and counties to backfill the HUTA deferrals with LSR funds. Furthermore, trailer bill language added a number of new requirements in order for counties to access the 2009-10 Proposition 1B appropriation. A city, county, or city and county must meet the following requirements:

- Shall have received its full allocation for 2007–08.
- Shall have submitted annual reporting information to the State for 2007–08.
- Shall agree that 2009-10 funds received will be used for projects that are not currently fully funded with a dedicated funding source or sources.
- Shall agree to encumber the funds before July 1, 2010.
- Shall report to the Department of Finance the total balance of unencumbered funds in the road fund.
- Shall certify that the total balance of unobligated or unencumbered funds in the road fund is no more than the sum balance of three months of anticipated apportionments from the Highway Users Tax Account in the Transportation Tax Fund and from the Transportation Investment Fund.
- Any of the funds that are not allocated by July 1, 2010, shall revert to the Local Streets and Road Improvement, Congestion Relief, and Traffic Safety Account of 2006 to be appropriated in future years.

Other Transportation Issues

- High-Speed Rail

The budget package approves \$139.1 million in Proposition 1A (2008) high-speed rail bonds funds for the FY 2009-2010.

- Streamlining of Project Initiation Documents (PID)

The approved budget revision bill directs Caltrans, by October 1, 2009, to convene a working group, to develop strategies for sharing and lowering costs, streamlining procedures, and reducing delays associated with development of PIDs resulting in a report is due to the Joint Legislative Budget Committee by March 1, 2010.

Furthermore, the proposed budget allocates \$36.5 million to Caltrans to continue work associated with the development of PIDs for the remainder of the fiscal year. The initial working group discussions are expected to begin next month.

Major projects on the state highway system require a PID before the California Transportation Commission (CTC) can recommend a project to be programmed for funding. The information contained in a PID includes such things as the scope, scheduling, and costs associated with a project. Under current processes, local transportation agencies can create the PID, with oversight work completed by Caltrans, or a local agency can also authorize Caltrans to complete the PID. Currently, costs incurred by Caltrans for work related to the development or oversight of a PID is to be paid through Caltrans resources.

SANBAG's state advocate, Mark Watts, worked closely with Self-Help Counties Coalition to minimize, if not eliminate, potential increased costs to SANBAG due to legislative proposals to shift the cost of PID's to local jurisdictions.

Financial Impact:

This item is consistent with the current budget for task number 50310000 and does not impact SANBAG's budget at this time.

Reviewed By:

This item is scheduled for review by the Administrative Committee on August 12, 2009.

Responsible Staff:

Jennifer Franco, Director of Intergovernmental and Legislative Affairs

Attachment #1

Bill #	Description
	4th Extraordinary Session
SB 1/AB 1	Changes to 2009-10 Budget
SB 2/AB 2	Education / Higher Education
SB 3/AB 3	Education: 2008-09 Reversion, Certification
SB 4/AB 4	Human Services
SB 5/AB 5	Health
SB 6/AB 6	Medi-Cal Managed Care
SB 7/AB 7	Centralized Eligibility
SB 8/AB 8	CalWORKs Policy, IHSS Fraud, COLA Changes
SB 9/AB 9	Developmental Disabilities
SB 10/AB 10	Transportation
SB 11/AB 11	Resources
SB 12/AB 12	General Government
SB 13/AB 13	Public Safety / Judicial
SB 14/AB 14	Prop 1A / RDAs
SB 15/AB 15	Prop 1A Payback
SB 16/AB 16	Cash Deferrals
SB 17/AB 17	Revenues #1
SB 18/AB 18	Revenues #2
SB 20/AB 20	Boards Consolidations and Eliminations
SB 21/AB 21	Procurement
SB 22/AB 22	Asset Management
SB 23/AB 23	Tranquillon Ridge
SB 25/AB 25	Cash Management
SB 26/AB 26	RDA Shift
SB 27/AB 27	RDA Securitization
SB 30/AB 30	HUTA
	Regular Session
SB 63/AB 181	Integrated Waste Management Board
SB 90	Supplemental Appropriations

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: August 12, 2009

Subject: SANBAG's State Advocacy Services

Recommendation:* Approve Contract No. 09-223 with Smith, Watts & Company, LLC to provide State advocacy services in an amount not to exceed \$175,418.

Background: In July, the SANBAG Board approved of SANBAG's Request for Proposals 09-223 to seek State advocacy services. The contract for SANBAG's current State advocate will expire on September 30, 2009. The purpose of this agenda item is to recommend Smith, Watts and Company, LLC to be awarded a contract to serve as SANBAG's State advocate for a contract term of October 1, 2009 through September 30, 2012, with one two-year extension.

The recommended contract is provided as Attachment No. 1 to this agenda item, which includes a base annual retainer of \$55,080, with an option to adjust not to exceed two percent (2%) on an annual basis for inflation, and \$2,000 annual maximum expenses. The total maximum contract cost through September 2012 is \$175,418.00.

Upon board approval in July, RFP 09-223 was posted on SANBAG's website and was mailed to known transportation advocacy firms in Sacramento. In response to the RFP, SANBAG received three proposals and established a review panel to review the proposals and conduct interviews.

*

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The RFP 09-223 review committee was composed of government affairs staff from Riverside County Transportation Commission, Los Angeles Metropolitan Transportation Authority, the SANBAG Executive Director, SANBAG Director of Intergovernmental and Legislative Affairs and the SANBAG Director of Freeway Construction.

Each of the submitting firms were interviewed are listed below:

- Capital Representation Group (interviewed: Tim Egan)
- Smith, Watts and Company, LLC (interviewed: Mark Watts)
- TMG Strategic Communications, Inc. (interviewed: Kristine Scott, Michael McKinney and Adam Eventov)

The results from the RFP process concluded that Smith, Watts and Company, LLC is best qualified to meet SANBAG's needs and is well positioned to assist SANBAG further its relationships in Sacramento.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2009-2010 Budget Task No. 50310000.

Reviewed By: This item is scheduled for review by the Administrative Committee on August 12, 2009. Legal review provided by Robert Messinger, Deputy County Counsel, San Bernardino County.

Responsible Staff: Jennifer Franco, Director Intergovernmental and Legislative Affairs

SANBAG Contract No. 09-223

by and between

San Bernardino Associated Governments

and

Smith, Watts & Company, LLC

for

State Advocacy Services**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>09-223</u> Vendor ID <u>SWC</u>	Retention: <input type="checkbox"/> Yes ____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>175,418</u>	Previous Amendments Total: \$ ____			
Contingency Amount: \$ ____	Previous Amendments Contingency Total: \$ ____			
	Current Amendment: \$ ____			
	Current Amendment Contingency: \$ ____			
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>175,418</u>	
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
0503	52001	MSI Valley Major	99006	\$ <u>157,418</u>
0503	52001	Mt./Desert Admin	99002	\$ <u>18,000</u>
____	____	____	____	\$ ____
____	____	____	____	\$ ____
Original Board Approved Contract Date: <u>9/2/09</u>		Contract Start: <u>10/1/09</u>	Contract End: <u>9/30/12</u>	
New Amend. Approval (Board) Date: ____		Amend. Start: ____	Amend. End: ____	
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>09/10</u> \$ <u>42,810</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>132,608</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>50310000</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes ____ %				
Task Manager: Jennfier Franco		Contract Manager: Jennifer Franco		

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09-223-JF

Contract No. C09-223
For State Advocacy Services for SANBAG
between
San Bernardino Associated Governments
and
Smith, Watts & Company, LLC.

Agreement

THIS AGREEMENT is made this 2nd day of September, 2009 (this "Agreement"), by and between SAN BERNARDINO ASSOCIATED GOVERNMENTS hereinafter referred to as "SANBAG," and Smith, Watts & Company, LLC., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, SANBAG wishes to engage CONTRACTOR to provide State Advocacy services for SANBAG,

WHEREAS, CONTRACTOR has the qualifications and expertise to provide such services;

NOW, THEREFORE the parties hereto do mutually agree to the following terms and conditions:

- I. CONTRACTOR shall provide State Advocacy services for SANBAG as set forth in Attachment 3 Scope of Services which is attached hereto and incorporated herein by reference.
- II. CONTRACTOR shall receive overall supervision regarding interests in this contract from the SANBAG Executive Director and the SANBAG Intergovernmental and Legislative Affairs Director.
- III. CONTRACTOR shall perform the foregoing services in full compliance with applicable law, rules, and regulations, and shall, in cooperation with SANBAG file all reports required by law in a timely manner in connection with any representation work for SANBAG. CONTRACTOR shall furnish all necessary information and assist SANBAG in filing any reports required of them by law relating to services under this contract in a timely manner.
- IV. The parties recognize that CONTRACTOR has other clients for which it may perform services similar to those provided for herein, and may find from time to time that the interests of various such clients may conflict with the interests of SANBAG. CONTRACTOR shall advise SANBAG of all such instances wherein there is a

C09-223 State Advocacy Services

conflict between the interests of SANBAG and the interests of one or more of its other clients, and in each and every such instance agrees that it shall not take any action on behalf of SANBAG or such other client or clients without the consent of SANBAG as applicable. CONTRACTOR further agrees that in the event of any conflict in the interests or positions of SANBAG that CONTRACTOR shall discuss such with the Executive Directors of such agencies and abide by their direction with regard to such matter and if they cannot agree on how to proceed, then CONTRACTOR shall not remain involved in such matter.

- V. CONTRACTOR agrees that it will not disclose any confidential information regarding SANBAG or its current or former employees that it has obtained or will obtain, either directly or indirectly, without the prior consent of SANBAG as applicable.
- VI. SANBAG shall pay CONTRACTOR the sum of \$4,590 per month (the "Monthly Compensation") commencing on October 1, 2009, plus chargeable expenses not to exceed \$2,000 annually. The Monthly Compensation will be adjusted annually by the increase in the Consumer Price Index, All Items, Not Seasonally Adjusted, Los Angeles-Riverside-Orange County, California ("CPI") as published by the U.S. Department of Labor, Bureau of Labor and Statistics, for the 12 month period ending each June 30, or two percent (2%) whichever is less. All legislative advocacy work is to be performed by Mark Watts or others as may be approved by SANBAG. Chargeable expenses for the purpose of this agreement shall include reasonable and necessary expenses directly related to the interests of SANBAG and travel outside the Sacramento area, including meals and lodging while engaged in such travel. All chargeable expenses related to this contract shall be expressly authorized by SANBAG prior to such expenses being incurred, and shall not include ordinary office overhead. It is agreed that the aforesaid compensation shall cover all services for SANBAG and that CONTRACTOR shall only receive payment from SANBAG for its services.
- VII. CONTRACTOR shall submit a detailed monthly statement of billing and approved expenses to SANBAG. SANBAG shall pay monthly billings within twenty (20) days of receipt from CONTRACTOR.
- VIII. The term of this Agreement shall commence on October 1, 2009, and continue through September 30, 2012, unless earlier terminated by either party for convenience upon sixty (60) days written notice to the other party. Upon such termination, CONTRACTOR shall be compensated for services and approved expenses to the effective date of the termination. SANBAG shall also have the right to terminate this Agreement for cause immediately upon written notice to CONTRACTOR for failure to perform its obligations under this Agreement. Upon its termination for cause, CONTRACTOR shall be paid for services and expenses to the date of termination. No damages of any nature shall be due CONTRACTOR as a result of SANBAG's exercise of its termination rights under this Agreement. SANBAG in its sole discretion may extend the term of this Agreement on the same provisions and conditions for one additional two (2) year term following the expiration of the initial term, provided that at the time of the applicable extension, CONTRACTOR is not in

C09-223 State Advocacy Services

default with respect to any of the terms, covenants or conditions to be observed or performed by CONTRACTOR hereunder. If SANBAG desires such an extension, it shall give CONTRACTOR written notice at least sixty (60) days, but not more than ninety (90) days prior to the expiration of the preceding term.

- IX. SANBAG retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee or agent of SANBAG. Personnel performing services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.
- X. All services to be furnished under this Agreement shall be deemed professional services. As such, CONTRACTOR shall have neither the right nor power to assign, sublet, transfer or otherwise substitute its interest in or obligations under this Agreement without the prior written consent of SANBAG.
- XI. The subcontracting of any of the services by the CONTRACTOR must be accomplished by a written instrument approved by SANBAG. Such instrument shall contain an express assumption by the subcontractor of all conditions, terms and covenants contained in this Agreement.
- XII. All data prepared by CONTRACTOR under this Agreement, such as plans, drawings, tracing, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams and calculations relative to this agreement shall become the property of SANBAG upon the completion of the term of this agreement, except that CONTRACTOR shall have the right to retain copies of all such data for its records. SANBAG shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this agreement shall be at SANBAG's sole risk and provided that CONTRACTOR shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by the agreement. Should CONTRACTOR, following termination of the Agreement, desire to use any materials prepared in connection with this project, it shall first obtain the written approval of SANBAG representative as applicable.
- XIII. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials described in section XII. submitted to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR. Such materials shall not, without the prior written consent of SANBAG as applicable, be used by CONTRACTOR for any purposes other than the performance of the services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services or

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the project. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or becomes known, to the related industry shall be deemed confidential. CONTRACTOR shall not use SANBAG's insignia, photographs of the project, or any publicity pertaining to the services or the project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SANBAG, as applicable.

- XIV. Except as necessary for the performance of the services, no copies, sketches or graphs of materials, including graphic art work, which are prepared pursuant to this Agreement, shall be released by CONTRACTOR to any other person or agency without prior written approval of SANBAG as applicable. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by SANBAG, unless otherwise provided by written agreement between the parties.
- XV. The CONTRACTOR agrees to defend, indemnify and hold harmless SANBAG, their officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with the services provided hereunder due to negligent acts, errors or omissions or willful misconduct of the CONTRACTOR. The CONTRACTOR will reimburse SANBAG for any expenditures, including reasonable attorneys' fees, incurred by them in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of CONTRACTOR.
- XVI. CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of the services. SANBAG's review or acceptance of, or payment for any work product prepared by CONTRACTOR under this Agreement shall not be construed to operate as a waiver of any rights SANBAG may have under this Agreement or of any cause of action arising out of CONTRACTOR'S performance of this agreement. Further, CONTRACTOR shall be and remain liable to SANBAG in accordance with applicable law, for all damages to them caused by CONTRACTOR'S negligent performance of any of the services.
- XVII. CONTRACTOR shall obtain, and shall require its subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to SANBAG.
- A. CONTRACTOR shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall:
1. Name SANBAG, their officials, officers, employees, agents, and consultants as insureds with respect to performance of services and shall contain no special limitations on the scope of coverage or the protection afforded to these insureds;

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2. Be primary with respect to any insurance or self insurance programs covering SANBAG, its officials, officers, employees, agents, and consultants; and
 3. Contain standard separation of insureds provisions.
- B. CONTRACTOR shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. CONTRACTOR shall maintain errors and omissions liability insurance with a limit of not less than \$1,000,000 and shall maintain such for a minimum of one year following completion of services.
- D. CONTRACTOR shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 for each accident.
- E. CONTRACTOR shall furnish SANBAG with properly executed certificates of insurance and, if requested by SANBAG, certified copies of endorsements and policies, which clearly evidence all insurance required under this agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage, except on 30 days' prior written notice to SANBAG. SANBAG shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement.
- F. CONTRACTOR shall replace certificates, policies and endorsements for any insurance expiring prior to completion of services under this Agreement. Further, CONTRACTOR shall maintain such insurance from the time services commence until services are completed, except as otherwise provided by this Agreement.
- G. CONTRACTOR shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California, unless otherwise approved, in writing, by SANBAG's representative.
- XVIII. CONTRACTOR warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, SANBAG shall have the right to rescind this Agreement without liability.

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- XIX. For the term of this Agreement, no member, officer or employee of SANBAG, during the term of his or her service with these agencies, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- XX. CONTRACTOR shall make available for examination by SANBAG, their authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged pursuant to this Agreement. Further, CONTRACTOR shall furnish to SANBAG, their agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by CONTRACTOR. All such information shall be retained by CONTRACTOR for at least three years following termination of the Agreement, and SANBAG shall have access to such information during the three-year period for the purposes of examination or audit.
- XXI. CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- XXII. SANBAG reserves the right to employ other contractors for Legislative Advocacy services.
- XXIII. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
- XXIV. Time is of the essence for each and every provision of this Agreement. This Agreement shall be governed by and construed by the laws of the State of California.
- XXV. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Smith, Watts & Company, LLC.
1111 L Street
Sacramento, CA 95814

SANBAG
1170 W. 3rd St., 2nd Floor
San Bernardino, CA 92410

ATTN: Mark Watts, Partner

ATTN: Deborah Barmack, Executive Director

Any notice so given shall be considered served on the other party three days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and

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addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

- XXVI. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the parties and the interpretation of the parties' understanding concerning the performance of the services.
- XXVII. In the event that the parties determine that the Scope of Services or other provisions of this Agreement must be altered, the parties may execute a contract amendment to add or delete work within the Scope of Work or amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.
- XXVIII. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes any previous Agreements or understandings.
- XXIX. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year below written, but effective as of the day and year first set forth above.

Mark Watts, Partner
Smith, Watts & Company, LLC.
1111 L Street
Sacramento, CA 95814

Dated: _____

Paul M. Eaton, SANBAG President
San Bernardino Associated Governments
1170 W. 3rd St., 2nd Fl.
San Bernardino, CA 92410

Dated: _____

APPROVED AS TO FORM:

Jean-Rene Basle, SANBAG Counsel

Dated: _____

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation

SANBAG Acronym List

MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
PUC	Public Utilities Commission
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996